


From: Dan dan@danboothlaw.com 
Subject: Re: Ward v Consequence Holdings LLC, 18-cv-01734 (S.D. Ill.)
Date: August 19, 2019 at 1:39 PM
To: Richard Liebowitz RL@liebowitzlawfirm.com



Richard,

We will stipulate to a transfer if you stipulate to pay Consequence's costs and fees incurred to date, dismiss the Section 1202 claim, and permit Consequence three weeks to answer the complaint after transfer.

As explained in Consequence's motion to set aside, you knew that it was frivolous to pursue default and default judgment in the Southern District. You forced my client to incur unnecessary expenses. If you proceed in the Northern District, we expect to recover those expenses under Rule 41(d). As also explained in the motion, the Section 1202 claim is without basis. If you proceed on that claim, we expect to prevail and recover all related costs and fees under Section 1203(b)(4) and (5). And as also explained in the motion and Consequence's response to your motion for default judgment, Consequence's total profits from the article were less than \$40 before the photograph was removed and you have not substantiated any actual damages from the reuse of a year-old news photo.

I am authorized to make the attached offer of judgment, for more than 11 times the maximum profits that you could hope to prove if you litigate to judgment. Please confer with your client and let me know promptly if he accepts.

Regards,

Dan Booth
Dan Booth Law LLC
60 Thoreau Street #121
Concord, MA 01742
646-573-6596
dan@danboothlaw.com



Offer of
Judgment.pdf

On Aug 19, 2019, at 11:41 AM, Richard Liebowitz <RL@liebowitzlawfirm.com> wrote:

Will you agree to stipulation to voluntarily transfer to the Northern District of IL? If so, I will prepare the stipulation. Thank you.

Best,

Richard Liebowitz, Esq.
Liebowitz Law Firm, PLLC
t.516-233-1660
RL@LiebowitzLawFirm.com
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On Mon, Aug 19, 2019 at 11:35 AM Dan <dan@danboothlaw.com> wrote:

Richard,

This morning the Southern District of Illinois set aside the default you obtained against my client Consequence Holdings, LLC. As the motion to set aside explained, your allegations of personal jurisdiction and venue there are frankly frivolous. Consequence is a Chicago-based company and the plaintiff is based in New York. The case has no nexus to the Southern District, like all of your cases in that Court. All litigation there has been improper and unnecessary.

The Court expects prompt action. I expect you to immediately file — today — a notice of dismissal under to Rule 41, or a motion to transfer to the Northern District. Otherwise I will be forced to prepare a motion to dismiss.

Regards,

Dan Booth
Dan Booth Law LLC
60 Thoreau Street #121
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dan@danboothlaw.com